

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA

In re:

Chapter 13  
Case No. 09-60358

Mashhadi M. Behdad  
Sabina S. Zaiemian

OBJECTION TO CLAIM; NOTICE OF OPPORTUNITY FOR  
HEARING; CERTIFICATE OF SERVICE  
CLAIMANT: SHAMIREH KASPARI  
CLAIM NO: 19

Debtor(s) \_\_\_\_\_ /

The Debtor(s) [or Trustee] object(s) to the allowance of the claim described as:

NAME & ADDRESS OF CLAIMANT (as set forth on Proof of Claim)

DOLLAR AMT

DATE FILED

Shamireh Kaspari  
c/o Law Office of Michael J. Rouhani  
2005 De La Cruz Blvd, Suite 165  
Santa Clara, CA 95050

\$58,667.95

9/15/11

The basis for the objection is that the claim:

- \_\_\_\_ duplicates claim no. \_\_\_\_\_ filed on \_\_\_\_\_ by \_\_\_\_\_.
- \_\_\_\_ does not include a copy of the underlying judgment.
- \_\_\_\_ does not include a copy of the security agreement and evidence of perfection.
- \_\_\_\_ fails to assert grounds for priority.
- \_\_\_\_ does not include a copy of the assignment(s) upon which it is based.
- \_\_\_\_ appears to include interest or charges accrued after the filing of this case on \_\_\_\_\_.
- x   is not timely filed.
- x   Claimed amount is more properly sought against BMSZ Corporation, a non-debtor, in currently pending litigation.

The Objecting Party will ask the Court to enter an Order providing that the claim is:

- \_\_\_\_ allowed as a secured claim in the amount of: \$ \_\_\_\_\_.
- \_\_\_\_ allowed as an unsecured claim in the amount of: \$ \_\_\_\_\_.
- \_\_\_\_ allowed as a priority claim in the amount of: \$ \_\_\_\_\_.
- x   disallowed in its entirety

**NOTICE IS HEREBY GIVEN**, pursuant to FRBP 3007 as modified by Local Rule 9014: 1) that any objection to the requested relief, or a request for hearing on the matter must be filed and served on the requesting party within twenty-one (21) days of mailing of the notice; 2) that a request for hearing or objection must be accompanied by any declarations or memoranda of law the party objecting or requesting wishes to present in support of its position; 3) that if there is not a timely objection to the requested relief or a request for hearing, the Court may enter an order granting the relief by default; and 4) that the initiating party will give at least seven (7) days written notice of hearing to the objecting or requesting party, and to any trustee or committee appointed in the case, in the event an objection or request for hearing is timely made.

Dated: 9/19/11

DEBTOR(S') ADDRESS:  
7281 Sleepy Creek Dr.  
San Jose, CA 95120

Gail C. Rosen  
[Attorney for] Objecting Party  
121 W. Washington Ave., #201  
Sunnyvale, CA 94086

Telephone: (408)737-2700

CERTIFICATE OF SERVICE

I am not less than 18 years of age and not a party to the within case. My business address is: 121 W. Washington Ave, #201, Sunnyvale, CA 94086 I served this OBJECTION TO CLAIM; NOTICE OF OPPORTUNITY FOR HEARING by first-class United States Mail, postage pre-paid, at San Jose, California, on the date noted below and addressed to the Claimant above, and on those listed below. If entitled to notice, the Chapter 13 Trustee will receive such notice upon the electronic filing of this document I declare, under penalty of perjury, that the foregoing is true and correct.

Dated: 9/19/11 at SAN JOSE, California.

Shamireh Kaspari  
c/o Law Office of Michael Rouhani  
2005 De La Cruz Blvd, #165  
Santa Clara, CA 95050  
Rev. 1/2010

Gail C. Rosen  
Behdad Mashhadi/ Sabina Zaimian  
7281 Sleepy Creek Dr.  
San Jose, CA 95120

<b>UNITED STATES BANKRUPTCY COURT</b> Northern District of California		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>MASHHADI M. BEHDAD and SABINA S. ZAEIMIAN</b>		Case Number: <b>09-60358-SLJ</b>
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>SHAMIREH KASPARI</b>		Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____
Name and address where notices should be sent: <b>LAW OFFICES OF MICHEL J. ROUHANI</b> <b>2005 De La Cruz Boulevard, Suite 165</b> <b>Santa Clara, CA 95050</b>  Telephone number: <b>(408) 275-1919</b>		
Name and address where payment should be sent (if different from above):   Telephone number: _____		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed:      \$ <u>58,667.95</u>  If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5.  <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim.  Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).  Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier -- 11 U.S.C. §507 (a)(4).  Contributions to an employee benefit plan -- 11 U.S.C. §507 (a)(5).  Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -- 11 U.S.C. §507 (a)(7).  Taxes or penalties owed to governmental units -- 11 U.S.C. §507 (a)(8).  Other -- Specify applicable paragraph of 11 U.S.C. §507 (a)(____).  Amount entitled to priority: \$ _____  <small>*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
2. Basis for Claim: <u>Sale of Business</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____  3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  Nature of property or right of setoff:    Real Estate    Motor Vehicle <input checked="" type="checkbox"/> Other Describe: All assets of the business known as Scotty's Cleaning in Sunnyvale, California  Value of Property: \$ <u>340,000.00</u> Annual Interest Rate <u>8.000</u> %  Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ <u>8,667.95</u> Basis for perfection: <u>UCC Fin. Stmt.</u>  Amount of Secured Claim: \$ <u>58,667.95</u> Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain:		
Date: <b>09/16/2011</b>  Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  <b>/s/ ATTY Michel J. Rouhani (CA SBN 161194)</b>		<b>FOR COURT USE ONLY</b>

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

**PROOF OF CLAIM BREAKDOWN SHEET**

IN RE: MASHHADI M. BEHDAD and SABINA S. ZAEIMIAN  
UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA - SAN JOSE DIVISION

CASE NO. 09-60358-SLJ

CREDITOR: SHAMIREH KASPARI

Principal Balance Due on Contract as of 8/29/2007	\$50,000.00
Interest of 8% From 11/1/2007 to 11/11/25/2009	\$ 8,667.95
Outstanding Balance as of 11/25/2005	\$58,667.95





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

# BUSINESS PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form BPA, Revised 10/02)

Date August 29, 2007

at

San Jose

California.

## 1. OFFER:

A. THIS IS AN OFFER FROM Behdad M Mashhadi, Sabina S Zaeimian or Assignee ("Buyer").  
☐ Individual(s); ☐ A Partnership; ☒ A Corporation; ☐ An LLC; ☐ An LLP; ☐ Other

B. THE BUSINESS TO BE ACQUIRED is known as Scotty's Cleaning situated in  
Sunnyvale County of Santa Clara, California, ("Business"),  
described as 684 N. Fair Oaks Ave

C. THE PURCHASE PRICE offered is Three Hundred Forty Thousand

D. INVENTORY valued at approximately \$ 1,000.00 Dollars \$ 340,000.00

E. CLOSE OF ESCROW shall occur on \_\_\_\_\_ (date) or ☒ 45 Days After Acceptance.

## 2. PAYMENT OF PURCHASE PRICE: Obtaining the loans below is a contingency of this Agreement unless: (i) 2F is checked below; or (ii) otherwise agreed in writing. Buyer shall act diligently and in good faith to obtain the designated loans. Obtaining deposit, down payment and closing costs is not a contingency. Buyer represents that funds will be good when deposited with Escrow Holder.

A. INITIAL DEPOSIT: Buyer has given a deposit in the amount of \$ 1,000.00  
to the agent submitting the offer (or to \_\_\_\_\_), by personal check  
(or ☐ \_\_\_\_\_), made payable to \_\_\_\_\_, which shall be held uncashed until Acceptance and then deposited within 3 business days after Acceptance  
or ☐ \_\_\_\_\_, with Escrow Holder (or ☐ into Broker's trust account).

B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ \_\_\_\_\_  
within \_\_\_\_\_ Days After Acceptance, or ☐ \_\_\_\_\_

C. FIRST LOAN IN THE AMOUNT OF \$ \_\_\_\_\_  
NEW First Deed of Trust in favor of ☐ lender, ☐ seller, ☐ Small Business Administration, secured by Buyer's  
own real property or, if real property is included in the sale, then by that real property, payable at maximum  
interest of \_\_\_\_\_ % fixed rate, or \_\_\_\_\_ % initial adjustable rate with a maximum interest rate  
of \_\_\_\_\_ % balance due in \_\_\_\_\_ years, amortized over a period of not less than \_\_\_\_\_ years  
(if checked: ☐ and with a margin not to exceed \_\_\_\_\_ %, tied to the following index: \_\_\_\_\_).  
Buyer shall pay loan fees/points not to exceed \_\_\_\_\_.  
Additional terms: \_\_\_\_\_

D. SECOND LOAN IN THE AMOUNT OF \$ \_\_\_\_\_  
NEW Second Deed of Trust in favor of ☐ lender, ☐ seller, ☐ Small Business Administration, secured by Buyer's  
own real property (or ☐ \_\_\_\_\_), payable at maximum interest of  
\_\_\_\_\_ % fixed rate, or \_\_\_\_\_ % initial adjustable rate with a maximum interest rate of  
\_\_\_\_\_ % balance due in \_\_\_\_\_ years, amortized over a period of not less than \_\_\_\_\_ years  
(if checked: ☐ and with a margin not to exceed \_\_\_\_\_ %, tied to the following index: \_\_\_\_\_).  
Buyer shall pay loan fees/points not to exceed \_\_\_\_\_.  
Additional terms: \_\_\_\_\_

E. LOAN SECURED BY BUSINESS ASSETS IN THE AMOUNT OF \$ 50,000.00

Evidenced by a note in favor of Seller secured by the assets of the Business, together with a security agreement in  
the usual and customary form covering all assets of the Business, and a UCC-1 filing to be filed with the Secretary  
of State, which shall include proceeds of collateral, in ☒ first or ☐ second position, or ☐ \_\_\_\_\_  
payable at maximum interest of 8.00 % fixed rate, or 8.000 % initial adjustable rate  
with a maximum interest rate of 8.000 %, amortized over a period of not less than 1 years,  
and all due in not less than 1 years (if checked: ☐ and with a margin not to exceed \_\_\_\_\_ %, tied to the following index: \_\_\_\_\_). Buyer shall have the right, at Buyer's expense, to conduct a  
valuation of the assets within the time specified in paragraphs 8 and 25. If the assets value is less than the  
amount of the loan provided for in this paragraph 2E, then the difference between the amount of the loan specified  
in this paragraph 2E, less the value of the assets, shall become an unsecured loan.

F. ☐ ALL CASH OFFER (If checked): No loan is needed to purchase the Business. Buyer shall, within 7  
(or 30) Days After Acceptance, provide Seller written verification of sufficient funds to close this transaction.

G. ADDITIONAL FINANCING TERMS: \$ \_\_\_\_\_

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Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )  
Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



BUSINESS PURCHASE AGREEMENT (BPA PAGE 1 OF 9)

Agent: Sabina Zaeimian

Phone: (408) 850-5900

Fax: (408) 516-5903

Prepared using WINFORMS software

Broker: Commercial Bay RE, Inc.

0 South Third Street, 3rd floor, San Jose, CA 95113